

SPECIAL HANDLING

SHC 62-9014-373
Copy #4

COR-1865
COPY 1 OF 4

ITEK CORPORATION

FINAL SETTLEMENT PROPOSAL

CONTRACT BB-375

November 15, 1962

SPECIAL HANDLING

SPECIAL HANDLING

T A B L E O F C O N T E N T S

SECTION I

Release

SECTION II

Assignment of Refunds, Rebates & Credits

SECTION III

Final Settlement Reconciliation

SECTION IV

Project 9014 Cost Analysis at Recoverable Overhead and G & A Rates

SECTION V

Schedule of Overhead Rates

SPECIAL HANDLING

SPECIAL HANDLINGContract No. BB-375

Pursuant to the terms of Contract No. BB-375 and in consideration of the sum of four hundred forty thousand, eight hundred eighty three dollars (\$440,883) which has been or is to be paid under the said contract to Itek Corporation, 10 Maguire Road, Lexington, Massachusetts, (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the United States of America (hereinafter called the Government) does remise, release and discharge the Government, their officers, agents and employees of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

- None -

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Government to third parties arising out of the performance of the said contract which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Government within the period specified in the said contract.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Government and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, 1962.

ITEK CORPORATION

BY _____

TITLE _____

I, _____, certify that I am the _____ (Official Title) of the corporation named as Contractor in the foregoing release; that _____, who signed said release on behalf of the Contractor, was then _____ of said corporation; that said release was duly signed (Official Title) for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

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Approved For Release 2000/08/23 : CIA-RDP67B00820R000300080020-3

ASSIGNMENT OF REFUNDS, REBATES AND CREDITS

Contract No. BB-375

Pursuant to the terms of Contract No. BB-375 (9014) and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, Itel Corporation, 10 Maguire Road, Lexington, Massachusetts, (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the United States of America (hereinafter called the Government) all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due, or which may become due, and to promptly forward to the Government checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this _____ day of _____, 1962.

ITEK CORPORATION

BY _____

TITLE _____

I, _____, certify that I am the _____
of the corporation named as Contractor in the foregoing assignment; that _____
was then _____ of said corporation; that said release was duly
signed for and in behalf of said corporation by authority of its governing body
and is within the scope of its corporate powers.

(CORPORATE SEAL)

Approved For Release 2000/08/23 : CIA-RDP67B00820R000300080020-3

SPECIAL HANDLING

SPECIAL HANDLINGFINAL SETTLEMENT RECONCILIATION

Contract BB-375

	<u>Total Previously Submitted</u>	<u>Increase or Decrease By this Proposal</u>	<u>Total Submitted to Date</u>
1. Direct Material	96,421	-	96,421
2. Direct Labor	81,639	-	81,639
3. Indirect Factory Expense	129,961	-	129,961
4. Dies, Jigs, Fixtures, & Special Tools	-0-	-	-0-
5. Other Costs	36,653	-	36,653
6. General & Administrative Expense	49,092	621	49,713
7. Total Costs (Items 1 thru 6)	393,766	621	394,387
8. Fee	31,471	-0-	31,471
9. Settlement Expenses	-0-	-0-	-0-
10. Settlements with Subcontractors	10,707	4,318	15,025
1. Gross Proposed Settlement (Items 7 thru 10)	435,944	4,939	440,883
2. Disposal and Other Credits	-0-	-0-	-0-
3. Net Proposed Settlement (Items 11 less 12)	435,944	4,939	440,883
4. Previous Payments to Contractor	419,623	-0-	419,623
5. Net Payment Requested (Item 13 less 14)	16,321	4,939	21,260

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Project 9014 Cost Analysis at Recoverable Overhead and G & A Rates

SPECIAL HANDLING**SPECIAL HANDLING**

	Fiscal 1960 thru 9-30-60	First Half Fiscal 1961 10-1-61 - 3-31-61	Last Half Fiscal 1961 4-1-61 - 9-30-61	Fiscal 1962 to Date 10-1-61 - 9-29-62	Grand Total Inception thru 9-29-62
Direct Labor					
Quality Control	2962.83	22.10			2984.93
Assembly	10240.20				10240.20
Shop	14608.10	63.60			14671.70
Engineering	41383.08	9242.67	1410.23	1706.74	53742.72
Total Direct Labor	69194.21	9328.37	1410.23	1706.74	81639.55
Overhead					
Quality Control	4571.65	23.88			4595.53
Assembly	17940.83				17940.83
Shop	21707.64	91.86			21799.50
Engineering	66833.67	14153.30	2163.15	2474.77	85624.89
Total Overhead	111053.79	14269.04	2163.15	2474.77	129960.75
Material	66872.93	13591.54	11047.99	4909.00	96421.46
Sub-Contract	14367.89	533.24	123.58		15024.71
Travel	15213.76	4232.15	853.15	4782	20346.88
Tel & Tel	24910	352.34	82.73		6841.77
Consulting Service			6167.00	6166.00	12333.00
Contract Labor					
Overtime Premium	104.90			267	107.57
Other Direct Labor	217930	973.18		28.44	3180.92
Total Mfg. Costs	279235.88	43279.86	21847.83	15335.44	359699.01
G & A	4012.620	5349.39	2335.53	1901.59	4971.271
Total Costs	319362.08	48629.25	24183.36	17237.03	409411.72
Recoverable Rates used for above:					
Quality Control	154.3%	108.07%			
Assembly	175.2%				
Shop	14.86%	34.44%			
Engineering	161.5%	153.13%	153.39%	145.0%	
G & A	14.37%	12.36%	10.69%	12.4%	

SPECIAL HANDLING**SPECIAL HANDLING**

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Approved For Release 2000/08/23 : CIA-RDP67B00820R000300080020-3

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~~SPECIAL HANDLING~~

SHC65-9014-167
Copy No 1

ASSIGNMENT OF REFUNDS, REBATES, AND CREDITS

RELEASES

SCHEDULE OF RATES AND COSTS

~~SPECIAL HANDLING~~

SPECIAL HANDLING

INDEX

SECTION I

Assignment of Refund, Rebates, and Credits

SECTION II

Releases

SECTION III

Schedule of Rates and Costs

SPECIAL HANDLING

SPECIAL HANDLINGASSIGNMENT OF REFUNDS, REBATES AND CREDITSContract No. BB-375

Pursuant to the terms of Contract No. BB-375 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, Itek Corporation, 10 Maguire Road, Lexington, Massachusetts, (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the United States of America (hereinafter called the Government) all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due, or which may become due, and to promptly forward to the Government checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this fifth day of April, 1965.

ITEK CORPORATION

25X1A

BY

25X1A

TITLE Corporate Controller

25X1A

I [REDACTED] certify that I am the [REDACTED] 25X1A
of the corporation named as Contractor in the foregoing assignment; that
[REDACTED], who signed said assignment on behalf of the Contractor
was then Corp. Controller of said corporation; that said assignment was
duly signed for and in behalf of said corporation by authority of its govern-
ing body and is within the scope of its corporate powers.

25X1A

SPECIAL HANDLING

~~SPECIAL HANDLING~~RELEASEContract No. BB-375

Pursuant to the terms of Contract BB-375 (9014) and in consideration of the sum of Four hundred thirty-five thousand, seven hundred ninety dollars and four cents which has been, or is to be, paid under the said contract to Itek Corporation, 10 Maguire Road, Lexington, Massachusetts, (hereinafter called the Contractor) or its assignees, if any, the Contractor upon payment of the said sum by the United States of America (hereinafter called the Government) does remise, release and discharge the Contractor, its officers, agents and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

"None"

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Government to third parties arising out of the performance of the said contract which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Government within the period specified in the said contract.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Government and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this fifth day of April 1965.

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25X1A

ITEK CORPORATION

25X1A

BY

TITLE

Corp. Controller

I, [REDACTED], certify that I am the [REDACTED] of the corporation named as Contractor in the foregoing release; that [REDACTED], who signed said release on behalf of the contractor was then Corp. Controller of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

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~~SPECIAL HANDLING~~

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Approved For Release 2000/08/23 : CIA-RDP67B00820R000300080020-3

SETTLEMENT CLAIM PROJECT 9014

	<u>Fiscal 1960</u>	<u>Fiscal 1961 1st Half</u>	<u>Fiscal 1961 2nd Half</u>	<u>Fiscal 1962</u>	<u>Grand Total</u>
Direct Labor Hours					
Quality Control	1248.6	10.5			1254.
Assembly	4638.4	-			4638.
Shop	5763.3	24.0			5787.
Engineering	<u>8860.5</u>	<u>1922.0</u>	<u>316.5</u>	<u>455.5</u>	<u>11554.</u>
Total Direct Labor Hours	20505.8	1956.5	316.5	455.5	23234.
Direct Labor Dollars					
Quality Control	2962.83	22.10			2984.
Assembly	10240.20				10240.
Shop	14608.10	63.60			14671.
Engineering	<u>41383.08</u>	<u>9242.67</u>	<u>1410.23</u>	<u>1706.74</u>	<u>53742.</u>
Total Direct Labor Dollars	69194.21	9328.37	1410.23	1706.74	81639.
Labor Overhead					
Quality Control	4562.17	23.81			4585.
Assembly	17898.85				17898.
Shop	21622.91	91.72			21714.
Engineering	<u>64826.59</u>	<u>13754.02</u>	<u>2063.45</u>	<u>2333.11</u>	<u>82977.</u>
Total Overhead	108910.52	13869.55	2063.45	2333.11	127176.
Material	66872.93	13591.54	11047.99	4909.36	96421.
Sub-Contracts	14367.89	533.24	(129.58)	-	14777.
Travel	15213.76	4232.15	468.61	47.82	19962.
Tel & Tel	249.10	352.34	82.73	-	684.
Overtime Premium	104.90	-	-	2.67	107.
Other Direct Labor	2179.30	973.18	-	28.44	3180.
Consulting	<u>-</u>	<u>-</u>	<u>6167.00</u>	<u>6166.00</u>	<u>12333.</u>
Sub-Total	277792.61	42880.37	21116.43	15194.14	356283.
G & A	<u>38654.42</u>	<u>5154.22</u>	<u>2286.91</u>	<u>1940.29</u>	<u>48035.</u>
Total Costs	<u>315747.03</u>	<u>48034.59</u>	<u>23403.34</u>	<u>17134.43</u>	<u>404319.</u>
Rates Applied:					
Overhead - Q.C.	153.98%	107.75%			
Assembly	174.79%	209.73%			
Shop	148.02%	144.21%			
Engineering	156.65%	148.81%	146.32%	136.70%	
G & A	13.95%	12.02%	10.83%	12.77%	

Approved For Release 2000/08/23 : CIA-RDP67B00820R000300080020-3

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SPECIAL HANDLING

SHC67-9014-09

Copy No. 1

11 January 1967

ITER
File BB-375
AW

Dear Dave:

In accordance with your request, we are forwarding a copy of Letter SHC65-9014-555 which was originally submitted to [REDACTED] on 4 November 1965.

25X1A

Very truly yours,

25X1A

[REDACTED]

Contracts Manager

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SHC65-9014-555

Copy No. 4

4 November 1965

Dear Chris:

Enclosed you will find the DD-882 Form (Report of Inventions and Subcontracts) for Contract No. BB-375 which is our Project 9014.

Our property records indicate that no government acquired equipment or material remains on subject contract.

If I can be of any further assistance please do not hesitate to contact me.

Very truly yours,

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THIS IS AN EXACT COPY OF ORIGINAL LETTER

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